



**D.C. DEPARTMENT OF GENERAL SERVICES**

**REQUEST FOR PROPOSALS**

**Procurement Assistance Consulting Services**

**October 2, 2013**

**Proposal Due Date: October 28, 2013 by 2 p.m. EST**

**Pre-Proposal Conference: October 10, 2013 at 11:30 AM**

**Frank D. Reeves Center  
2<sup>nd</sup> Floor Community Room  
2000 14<sup>th</sup> Street, NW  
Washington, DC 20009**

**Contact: Scott Burrell  
Chief Operating Officer  
2000 14<sup>th</sup> Street, N.W.  
8<sup>th</sup> Floor  
Washington, D.C. 20005  
Phone: (202) 719-6547**

**Solicitation Number: DCAM-14-NC-0058**

## **Executive Summary**

In furtherance of its mission, the Department of General Services (“DGS” or the “Department”) regularly utilizes the services of contractors necessary for the development, design, construction and maintenance of the District facilities. The Department is issuing this Request for Proposals (“RFP”) for procurement consulting services to modernize/renovate: (i) District of Columbia Public Schools (“DCPS”), (ii) Department of Parks and Recreation (“DPR”) facilities, and (iii) non-school municipal facilities, as well as implement its energy and sustainability initiatives. The Department intends to award a single contract for these services.

The Department has an in-house procurement staff that manages primarily non-construction contracts and contract administration activities on all contracts; however, the Department seeks to engage a Consultant to assist it in managing its procurement efforts and one that has demonstrated expertise in procuring and negotiating with architects, engineers, surveyors, builders, construction managers, program managers, third party inspectors, environmental assessors and a variety of technicians.

### **A.1 Compensation**

The Department intends to enter into a time and materials contract for these services and asks that offerors quote hourly rates for the key personnel identified in their proposal. These rates should be fully loaded rates and should contain amounts sufficient to cover any overhead and profit. On-line research fees, copying, postage, delivery services, out-of-town travel and long distance phone calls will be reimbursable at cost and without mark-up.

### **A.2 Form of Contract**

The Form of Contract will be issued by addendum. Offerors should carefully review the Form of Contract when submitting their proposal. To the extent there are any inconsistencies between this RFP and the Form of Contract, the Form of Contract shall prevail. Offerors are further advised that they are required to submit their proposal premised upon entering into a contract that is substantially similar to the Form of Contract and that any proposed changes to the Form of Contract must be clearly identified and described in their proposal. A proposal that fails to specifically identify and describe the requested changes shall be deemed non-responsive.

### **A.5 Economic Inclusion**

The Department requires that Local, Small and Disadvantaged Business Enterprises (“LSDBEs”) participate in this project to the greatest extent possible and desires that such businesses perform at least thirty five percent (35%) of the work under this procurement. At least thirty five percent (35%) must be awarded to entities that are certified as either Small or Disadvantaged Business Enterprises by the District of Columbia Local Business Opportunity Commission, and twenty percent (20%) to entities that are certified as Disadvantaged Business Enterprises. The Department will also require that the Consultant and all of its subconsultants, subcontractors, and suppliers, enter into a First Source Employment Agreement with the Department of Employment

Services and hire fifty-one percent (51%) District residents for all new jobs created on the project. Please see **Part C** of this RFP for additional information.

#### **A.6 Selection Criteria**

Proposals will be evaluated in accordance with **Part D** of this RFP. The following evaluation criteria will be used:

- Experience & References (30 points)
- Key Personnel (30 points)
- Cost (30 points)
- LSDBE Compliance/Utilization (10 points)

#### **A.7 Procurement Schedule**

The schedule for this procurement is as follows:

- |   |                                |
|---|--------------------------------|
| • Issue RFP                             | - October 2, 2013              |
| • Pre-proposal Conference               | - October 10, 2013 at 11:30 am |
| • Last Day for Questions/Clarifications | - October 15, 2013             |
| • Proposals Due                         | - October 28, 2013             |

#### **A.8 Attachments**

- |              |  |
|--------------|--|
| Attachment A | - DCPS and DPR Capital Improvement Plans |
| Attachment B | - Form of Offer Letter                   |
| Attachment C | - Disclosure Statement                   |
| Attachment D | - Tax Affidavit                          |
| Attachment E | - First Source Employment Agreement      |
| Attachment F | - Department of Labor Wage Determination |

## **SECTION B            SCOPE OF WORK**

### **B.1 Description of Services**

The Department anticipates that the selected Consultant will assist the Department in managing procurements related to the capital construction and energy/sustainability portfolio from November 1, 2013 to September 30, 2018. The contract will be structured as a base year ending on September 30, 2014 with four one-year renewal options – the last of which will expire on September 30, 2018. Absent significant changes in the Department's portfolio or performance issues with the selected Contractor, the Department expects that it would exercise all options in due course.

Although the exact workload will vary depending upon the Department's needs, the Department anticipates that annually it will require approximately 1250 hours of time by senior level personnel and 2000 hours by junior personnel. The Principal-In-Charge must possess at least twelve years of experience in government procurement, construction and real estate development and the negotiation of construction and development related agreements. It is contemplated that the Principal-In-Charge will serve as a key participant in developing and implementing project delivery and procurement strategies. In addition, the Principal-In-Charge will support the District by negotiating agreements and contract provisions with selected contractors to implement the selected project delivery method, promote proper coordination among the District, architects, builders, and other service providers, and advance the District's goal of on-time and on-budget project delivery. Less senior personnel will be required to assist in this effort and should have appropriate experience and be familiar with government procurement processes including, but not limited to, drafting solicitation documents, construction and design contracts, contract management, and interaction with program managers, architects, and construction managers/design-builders/general contractors. The Contractor and its staff should have experience with all of the major project delivery methods such as integrated project delivery, design-bid-build, construction management and design-build.

The Department has an in-house Contracts and Procurement Division that manages primarily non-construction contracts and contract administration activities on all contracts. An in-house Contract Specialist will be assigned to most of the large procurement actions managed by the Consultant. The Consultant will be required to interface with and turn over pertinent procurement documents to Contracting and Procurement staff that are responsible for establishing and maintaining the official contract files.

The Department seeks a Contractor to provide procurement consulting services for all of the following types of projects as well as other projects that may from time to time be assigned to or implemented by the Department. The Consultant selected through this procurement will provide the necessary staff to perform this work.

### **B.1.1 The DCPS Projects**

The Department is charged with implementing the District's 2013 Master Facilities Plan (the "MFP") for the District of Columbia Public Schools. The MFP provides the framework for the District of Columbia Public Schools' Capital Improvement Plan ("CIP"), which outlines DCPS' capital budget and construction program for the following six (6) years. The Deputy Mayor for Education works closely with DCPS and DGS to develop the CIP which is incorporated into the Mayor's District-wide capital budget and then submitted to Council in the spring.

The 2013 MFP generally contemplates three (3) types of projects: (i) phased modernization of the various DCPS facilities, with all of the DCPS facilities receiving a modernization of the core academic space within the next 3 to 7 years ("Phased Modernization Projects"); (ii) new construction or substantial renovations of existing structures ("New Construction Projects"); and small scale capital projects designed to implement "quality of life" improvements intended to upgrade the look and feel of the school buildings, and to stabilize and maintain facilities ("Stabilization Projects") until large scale renovations and modernization of those facilities are undertaken.

A copy of the current DCPS CIP is attached hereto as **Attachment A**, and in the aggregate, the Department expects to implement approximately \$1,092,766,000.00 in DCPS Projects over the next three (3) years.

#### **Phased Modernization Projects**

The scope of work for the 'Phase 1 Modernization' at each school includes the complete modernization of classrooms and related academic spaces in accordance with MFP's Classroom Performance Criteria, updated DGS Design Guidelines, and DCPS Guiding Principles. Work includes, but is not limited to: installation of new lighting fixtures and repair or replacement of windows in order to improve the natural and artificial lighting introduced into each classroom; repair or replacement of in-classroom heating and ventilation equipment in order to control temperature, air filtration, carbon dioxide levels, and equipment background noise; installation of new ceilings, flooring, and audio amplification to help control sound quality; and installation of new network electronics, data connections, and audio-visual equipment to support on-line learning resources; installation of adaptable and flexible furniture systems for both students and teachers. The Department typically engages architect/engineers in the fall to prepare the necessary design documents for these projects and engages design/builders over the winter to finalize the designs and plan the construction, which occurs during the summer recess. Beginning in FY2015, DGS plans to begin Phase II modernizations, which focus on strengthening the support components within a school, including computer labs, auditoriums, grounds, gymnasiums and locker rooms. These spaces will be renovated to support a full range of extra-curricular offerings that help create a well-rounded educational environment.

These projects are on the order of \$5 to \$15 million each and due to the budget and schedule, require extensive coordination.

## **New Construction Projects**

The New Construction Program consists of (i) high schools, which consist of a major renovation, often with addition, or new construction and typically have budgets in excess of \$100 million; and (ii) elementary and middle school new construction includes additions often executed in connection with the phased modernization program and major renovation and construction of middle schools. All DC Public School Modernizations will provide a minimum of LEED Gold and seek to achieve the latest in energy recovery, stormwater management, solar energy, green roofs and geo-thermal technology.

## **Stabilization Projects**

The Department periodically engages contractors to undertake the Stabilization Projects, which include “on-call” and indefinite delivery/indefinite quantity contractors to implement small capital projects as well as contractors to design and to construct HVAC projects, HVAC service technicians, and HVAC chemical treatment contractors. The Department anticipates that in addition to these contractors, other contractors may be engaged to implement Stabilization Projects, including window replacements, code compliance issues, roof replacements or repairs and other similar projects either through formal solicitations or other Department purchase procedures.

### **B.1.2 The DPR Projects**

The Department also assists the DPR in implementing its capital construction projects. The DPR Portfolio consists largely of (i) substantial modernizations or new construction of recreation centers (“Recreation Center Projects”); and (ii) the construction or renovation of green parks and play areas (“Park Projects”). In general the Recreation Center Projects are on the order of \$15 to \$25 million while the Park Projects range from \$300,000 to \$3 million. In the aggregate, the Department expects to implement approximately \$107,456,000.00 in DPR Projects over the next three (3) years.

### **B.1.3 The Municipal Building Projects**

The Department acts as the implementing agency on behalf of the majority of District agencies to execute their capital projects, whether new construction, additions or renovations. The Municipal Portfolio consists largely of (i) Public Safety cluster which serves MPD, FEMS, DOC, DYRS and other agencies with public safety mission; (ii) Tenant Improvements cluster which manages the consolidation, tenant fit-out work and relocation required by District agencies within District-owned facilities or leased spaces across town; and (iii) Government Centers cluster, which manages buildings’ infrastructure projects (like elevator modernizations, roof repairs, etc.) and projects that are outside of the Public Safety Cluster. These projects are

typically delivered through a mix of IDIQ, design-build and design-bid-build methods. The Municipal Buildings Project budget is approximately \$200 million over the next 3 years.

#### **B.1.4 The Energy & Sustainability Initiatives**

A cornerstone of DGS' Energy & Sustainability Division work is a fast-moving series of programs to improve energy efficiency across the portfolio, requiring many supporting vendors and projects. The Division manages energy supply, including conventional commodities and renewable supply. This team also runs critical recycling, composting, urban agriculture, stormwater management, and health and livability initiatives in support of the Mayor's Sustainable DC objectives. All of these program areas require active procurement support to assure these projects can be deployed in support of Agency and Mayoral commitments on Efficiency and Sustainability. Procurements for this group range from small innovative pilot projects to large-scale, extensive evaluation and retrofit engagements covering many facilities.

#### **B.2 Licensing, Accreditation and Registration**

The Consultant and all of its subcontractors and subconsultants (regardless of tier) shall comply with all applicable District of Columbia, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of the contract. Without limiting the generality of the foregoing, all drawings shall be signed and sealed by a professional architect or engineer licensed in the District of Columbia.

#### **B.3 Conformance with Laws**

It shall be the responsibility of the Consultant to perform under the contract in conformance with the Department's Procurement Regulations and all statutes, laws, codes, ordinances, regulations, rules, requirements, orders, and policies of governmental bodies, including but not limited to the Service Contract Act.

#### **B.4 Time is of the Essence**

Time is of the essence with respect to the contract. As such, the Consultant must dedicate such personnel and other resources as are necessary to ensure that the services are completed on-time and in a diligent, skilled, and professional manner.

### **SECTION C ECONOMIC INCLUSION**

#### **C.1 Preference for Small, Local, and Disadvantaged Business Enterprises**

**General:** Under the provisions of the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, D.C. Law 16-33 (codified at D.C. Code § 2-218.01 et seq.), preferences shall be given to Offerors that are certified by the Department of Small and Local Business Development as being a small business enterprise, having resident business ownership, having a longtime resident business, being a local business enterprise, being a

disadvantaged business enterprise, being a local business enterprise with its principal office located in an enterprise zone, being a veteran-owned business enterprise, or being a local manufacturing business enterprise. (A copy of the certification acknowledgment letter must be submitted with the Offeror's Proposal.) In accordance with these laws, the following preferences shall be awarded in evaluating an Offeror's proposal:

- Three (3) preference points shall be awarded if the Offeror is certified as having a small business enterprise.
- Five (5) preference points shall be awarded if the Offeror is certified as having a resident business ownership.
- Five (5) points shall be awarded if the Offeror is certified as having a longtime resident business.
- Two (2) preference points shall be awarded if the Offeror is certified as a local business enterprise.
- Two (2) preference points shall be awarded if the Offeror is certified as being a local business enterprise with its principal office located in an enterprise zone.
- Two (2) preference points shall be awarded if the Offeror is certified as a disadvantaged business enterprise.
- Two (2) preference points shall be awarded if the Offeror is certified as a veteran-owned business enterprise.
- Two (2) preference points shall be awarded if the Offeror is certified as a local manufacturing business enterprise.

Offerors may qualify for more than one of these categories, so that the maximum number of points available under this section is 12 points.

**Information:** For information regarding the application process, contact the Department of Small and Local Business Development at the following address or telephone number:

Department of Small and Local Business Development  
One Judiciary Square Building  
441 4th Street, NW, 9th Floor  
Washington, DC 20001  
(202) 727-3900 (Telephone Number)  
(202) 724-3786 (Facsimile Number)

## **C.2 SLDBE Participation**

The Department requires that significant participation by business enterprises certified by the Department of Small and Local Business Development as: (i) a local business enterprise; (ii) a small business enterprise; (iii) a disadvantaged business enterprise; (iv) having a owned resident business; (v) being a longtime business resident; or (vi) having a local business enterprise with its principal office located in an enterprise zone. Accordingly, and in addition to the preference



points conferred by **Section C.1**, the Department requires that business enterprises so certified must participate in at least 35% of work unless the prime contractor is certified as a small, local or disadvantaged business enterprise.

Offerors will be required to submit a Local Business Enterprise Utilization Plan with their proposals. The Utilization Plan must demonstrate how this requirement will be met and, to the extent possible at this stage in the project, should identify the specific firms that will be used and their respective roles.

### **C.3 Residency Hiring Requirements for Contractors and Subcontractors**

At least fifty-one percent (51%) of the Offeror's Team and every subconsultant's employees hired after the Offeror enters into a contract with the Department, or after such subconsultant enters into a contract with the Offeror, to work on this project, shall be residents of the District of Columbia.

Upon execution of the contract, the Offeror and all of its member firms, if any, and each of its subcontractors and subconsultants shall submit to the Department a list of current employees that will be assigned to the project, the date that they were hired and whether or not they live in the District of Columbia.

The Offeror shall comply with subchapter III of Chapter II of Title 1, and subchapter II of Chapter II of Title 1 of the D.C. Code, and all successor acts thereto and the rules and regulations promulgated thereunder. The Offeror and all member firms, subcontractors, tier subcontractors, subconsultants, and suppliers with contracts in the amount of \$100,000 or more shall be required to comply with the following: (i) enter into a First Source Employment Agreement with the D.C. Department of Employment Services ("DOES") upon execution of the contract; (ii) submit an executed First Source Agreement to DOES prior to beginning work on the project; (iii) make best efforts to hire at least 51% District residents for all new jobs created by the project; (iv) list all employment vacancies with DOES; (v) submit monthly compliance reports to DOES by the 10<sup>th</sup> of each month; (vi) at least 51% apprentices and trainees employed must be residents of the District registered in program approved by the D.C. Apprenticeship Council; and (vii) trade contractors and subcontractors with contracts in the amount of \$500,000 or more must register an apprenticeship program with the D.C. Apprenticeship Council.

## **SECTION D EVALUATION AND AWARD CRITERIA**

### **D.1 Evaluation Process**

The Department shall evaluate submissions and any best and final offers in accordance with the provisions of this **Section D** and the Department's Procurement Regulations.

### **D.2 Evaluation Committee**

Each submission shall be evaluated in accordance with this **Section D** by an Evaluation Committee. The Evaluation Committee shall prepare a written report summarizing its findings and submit the same to the source selection official. Based on the information submitted by the Offerors in response to this RFP and the report prepared by the Evaluation Committee, the source selection official shall select the Offeror(s) whose submissions are determined by the source selection official to be the most advantageous to the Department.

### **D.3 Oral Presentation**

The Department does not intend to interview Offerors; however, the Department reserves the right to interview Offerors in the competitive range if necessary. If the Department conducts such interviews, each Offeror within the competitive range shall make an oral presentation to the Department's Evaluation Committee, and participate in a question and answer session. The purpose of the oral presentation and the question and answer session is to permit the Evaluation Committee to fully understand and assess the qualifications of each Offeror and the Offeror's key personnel. The submission will be re-scored at the conclusion of the oral presentation.

#### **D.3.1 Length of Oral Presentation**

Each Offeror will be given up to 30 minutes to make the presentation. At the end of the initial presentation, there will be a break for approximately 15 minutes for the Evaluation Committee to assess the presentation and prepare questions. The Offeror will then respond to questions from the Department's Evaluation Committee for no more than 30 minutes.

#### **D.3.2 Schedule**

The order of presentation will be selected randomly and the Offerors will be informed of their presentation date before the beginning of oral presentations. The Department reserves the right to reschedule any Offeror's presentation at the discretion of the contracting officer.

#### **D.3.3 Offeror Attendees**

The oral presentation will be made by the Offeror's personnel who will be assigned the key jobs for this project. Each Offeror will be limited to 3 persons. The job functions of the persons attending the presentation will be considered to be an indication of the Offeror's assessment of the key areas of responsibility that are deemed essential to the successful completion of the project.

#### **D.3.4 Topics**

The Offeror may present information about its capabilities and special qualifications to serve as a Consultant for this contract, including the qualifications of key personnel.

## **D.4 Proposal Evaluation**

Each proposal will be scored on a scale of 1 to 100 points. In addition, Offerors will be eligible to receive up to 12 preference points as described in **Section C.1** of this RFP for participation by Local, Small or Disadvantaged Business Enterprises. Thus, the maximum number of points possible is 112. The contract will be awarded to the Offeror with the highest evaluated score.

### **D.4.1 Experience & References (30 points)**

The Department desires to engage a Consultant with the experience necessary to perform the Scope of Work set forth in this RFP. Offerors will be evaluated based on their demonstrated experience in: (i) developing project delivery and procurement strategies for capital construction and renovation programs and projects; (ii) developing and drafting solicitations and related documents required to implement such procurement strategies; (iii) employing various project delivery methods with a particular emphasis on design-build and other fast track project delivery methods with particular emphasis on the coordination between the owner, architect, builder and others (iv) negotiating contract provisions and terms that advance the selected procurement strategies, conform with procurement and other laws, regulations and policies applicable to DGS; and reflect an understanding of the conditions and constraints of the construction marketplace; (v) general knowledge of and experience with the District of Columbia regulatory environment; and (vi) participation in the management of construction programs and projects as part of an owner's representative or program manager team. If the Offeror is a team or joint venture of multiple companies, the Evaluation Panel will consider the experience of each member of the team or joint venture in light of their role in the proposed team or joint venture. This element of the evaluation will be worth up to thirty (30) points.

### **D.4.2 Key Personnel (30 points)**

The Department desires that senior personnel be assigned to this project who have experience in participating in the management of large capital program and completing large capital projects on-time and on-budget. In addition, the Principal-in-Charge should have demonstrated experience in the criteria set forth in Section D.4.1 (i) – (vi). The availability and experience of the key individuals assigned to this project will be evaluated as part of this element. This element of the evaluation will be worth up to thirty (30) points.

### **D.4.3 Cost (30 points)**

Offerors will be required to quote a fixed hourly rate on Attachment B for each Staff member proposed. In addition, each Offeror must provide a schedule for each proposed Staff member which shows the level of effort by number of hours and position that the Offeror believes will be necessary. This resource schedule will be evaluated to determine the relative mix of various staff that will be devoted to this project. While DGS is requesting hourly rates in three categories, Principal-in-Charge, Senior Staff and Junior Staff, Offerors are not required to provide rates for both Junior and Senior Staff but must provide rates for Principal(s)-in-Charge. For instance,

Offerors could include rates and projected hours for only a Principal-in-Charge and Senior Staff member(s). This element of the evaluation is worth up to thirty (30) points.

#### **D.4.4 LSDBE Compliance/Utilization (10 points)**

The Department desires the selected Program Manager to provide the maximum level of participation for Local, Small and Disadvantaged Business Enterprises as well as employment opportunities for District of Columbia residents. Offerors will be evaluated in light of their demonstrated experience in meeting such goals and their proposed LSDBE Utilization Plan. This factor of the evaluation will be worth up to ten (10) points.

### **SECTION E PROPOSAL ORGANIZATION AND SUBMISSION**

This section outlines specific information necessary for the proper organization and manner in which Offerors' Proposals should be proffered. References are made to other sections in this RFP for further explanation.

#### **E.1 Submission Identification**

Submissions shall be proffered in an original and six (6) copies. The Offeror's submission shall be placed in a sealed envelope conspicuously marked: "Proposal for Procurement Assistance Consulting Services."

#### **E.2 Delivery or Mailing of Submissions**

Submissions should be delivered or mailed to:

DC Department of General Services  
Att'n: JW Lanum  
Frank D. Reeves Center  
2000 14<sup>th</sup> Street, NW, 8<sup>th</sup> Floor  
Washington, DC 20009

#### **E.3 Date and Time for Receiving Submissions**

Submissions shall be received no later than 2:00 pm EDT, on **October 28, 2013**. The Offeror assumes the sole responsibility for timely delivery of its Submission, regardless of the method of delivery.

#### **E.4 Submission Size, Organization and Offeror Qualifications**

All submissions shall be submitted on 8-1/2" x 11" bond paper and typewritten. Telephonic, telegraphic, and facsimile submissions shall not be accepted. The Department is interested in a qualitative approach to presentation material. Brief, clear and concise material is more desirable than quantity. The submission shall be organized as follows:

#### **E.4.1 Bid Form**

Each Offeror shall submit a bid form substantially in the form of **Attachment B**. Material deviations, in the opinion of the Department, from the bid form shall be sufficient to render the proposal non-responsive.

#### **E.4.2 Disclosure Form**

Each Offeror shall submit a Disclosure Statement substantially in the form of **Attachment C**.

#### **E.4.3 Executive Summary**

Each Offer should provide a summary of no more than three pages of the information contained in the following sections.

#### **E.4.4 General Team Information and Firm(s) Data**

Each Offeror should provide the following information for the principal construction firm and each of its subconsultants.

- A. Name(s), address(es), and role(s) of each firm (including all sub-consultants)
- B. Firm profile(s), including:
  - i. Age
  - ii. Firm history(ies)
  - iii. Firm size(s)
  - iv. Areas of specialty/concentration
  - v. Current firm workload(s) projected over the next six months
  - vi. Provide a list of any contracts held by the Offeror where the contract was terminated (either for default or convenience). This list should also identify any contracts that resulted in litigation or arbitration between the Owner and the Offeror. If the Offeror has multiple offices, only contracts held by the office submitting this proposal need be listed.
- C. Description of the team organization and personal qualifications of key staff, including:
  - i. Identification of the single point of contact for the Offeror.

- ii. Resumes for each key participant on the team, including definition of that person's role, relevant project experience, and current workload over the next two years.

#### **E.4.5 Relevant Experience and Capabilities**

- A. List all services that the Offeror has performed in the last 5 years that are similar to this scope of work with descriptions that best illustrate the Offeror's experience and capabilities. In addition, identify personnel who are proposed to provide services under this scope of work.

#### **E.4.6 Cost Information**

The Offeror should submit cost information consistent with the requirements delineated in Section D.4.3.

#### **E.4.7 Local Business Utilization Plan**

Each Offeror must submit a proposed Local Business Utilization Plan that identifies the specific certified business enterprises that will participate in the contract and their anticipated roles. In addition, each Offeror should provide: (i) a narrative description of similar projects and the Offeror's success in meeting such goals; and (ii) a chart, in summary form, that identifies the Offeror's major public projects over the last five years and its success in achieving such goals.

#### **E.4.8 Tax Affidavit**

Each Offeror must submit a tax affidavit substantially in the form of **Attachment D**. In order to be eligible for this procurement, Offerors must be in full compliance with their tax obligations to the District of Columbia government.

### **SECTION F PROPOSAL PROCEDURES & PROTESTS**

#### **F.1 Contact Person**

For information regarding this RFP please contact:

Scott Burrell  
Chief Operating Officer  
2000 14<sup>th</sup> Street, N.W.  
Reeves Center, 8<sup>th</sup> Floor  
Washington, D.C. 20005  
Phone: (202) 719-6547  
scott.burrell@dc.gov

Any written questions or inquiries should be sent to Scott Burrell at the email address above.

## **F.2 Pre-proposal Conference**

A pre-proposal conference will be held on **October 10, 2013 at 11:30 a.m.** The conference will be held at the Frank D. Reeves Center, 2<sup>nd</sup> Floor Community Room, 2000 14<sup>th</sup> Street, NW, Washington, DC 20009. Interested Offerors are strongly encouraged to attend.

## **F.3 Explanations to Prospective Offerors**

Each Offeror should carefully examine this Request for Proposals and any and all amendments, addenda or other revisions, and thoroughly familiarize itself with all requirements prior to proffering a submission. Should an Offeror find discrepancies or ambiguities in, or omissions from, the RFP and amendments, addenda or revisions, or otherwise desire an explanation or interpretation of the RFP, any amendments, addenda, or revisions, it must submit a request for interpretation or correction in writing. Any information given to an Offeror concerning the solicitation shall be furnished promptly to all other Offerors as an amendment or addendum to this RFP if in the sole discretion of the Department that information is necessary in proffering submissions or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the contract shall not be binding.

Requests should be directed to Scott Burrell at the email address listed in Section F.1 no later than the close of business on **October 15, 2013**. The person making the request shall be responsible for prompt delivery.

## **F.4 Protests**

Protests shall be governed by Section 4734 of the Department's Procurement Regulations (27 DCMR § 4734). Protests alleging defects in this solicitation must be filed prior to the time set for receipt of submissions. If an alleged defect does not exist in this initial RFP, but was incorporated into the RFP by an amendment or addendum, a protest based on that defect must be filed before the next closing time established for proffering submissions. In all other cases, a protester shall file the protest within ten (10) days after the protester knows or should have known, whichever is earlier, of the facts and circumstances upon which the protest is based. All protests must be made in writing to the Department's Chief Contracting Officer ("CCO") and must be filed in duplicate. Protests shall be served on the Department by obtaining written and dated acknowledgment of receipt from the Department's CCO. Protests received by the Department after the indicated period shall not be considered. To expedite handling of protests, the envelope shall be labeled "Protest".

This section is intended to summarize the bid protest procedures and is for the convenience of the Offerors only. To the extent any provision of this section is inconsistent with the Procurement Regulations, the more stringent provisions shall prevail.

## **F.5 Contract Award**

This procurement is being conducted in accordance with the provisions of Section 4716 of the Department's Procurement Regulations (27 DCMR § 4716).

## **F.6 Retention of Submissions**

All submissions shall be retained by the Department and therefore shall not be returned to the Offerors. With the exception of proprietary financial information, the submissions shall become the property of the Department and the Department shall have the right to distribute or use such information as it determines.

## **F.7 Examination of Submissions**

Offerors are expected to examine the requirements of all instructions (including all amendments, addenda, attachments and exhibits) in this RFP. Failure to do so shall be at the sole risk of the Offeror and may result in disqualification.

## **F.8 Late Submissions: Modifications**

- A. Any submission or best and final offer received at the office designated in this RFP after the exact time specified for receipt shall not be considered.
- B. Any modification of a submission, including a modification resulting from the CCO's requests for best and final offers, is subject to the same conditions as in F.8.A stated above.
- C. The only acceptable evidence to establish the time of receipt at the Department's office is the time-date stamp of such installation on the submission wrapper or other documentary evidence of receipt maintained by the installation.
- D. Notwithstanding any other provisions of this Request for Proposals to the contrary, a late modification of an otherwise successful submission which makes its terms more favorable to the Department may be considered at any time it is received and may be accepted.
- E. Submissions shall be irrevocable and remain in full force and effect for a period not less than 120 days after receipt of submissions.

## **F.9 No Compensation for Preparation of Submissions**

The Department shall not bear or assume any financial obligations or liabilities regarding the preparation of any submissions submitted in response to this RFP, or prepared in connection therewith, including, but without limitation, any submissions, statements, reports, data, information, materials or other documents or items.



## **F.10 Rejection of Submissions**

The Department reserves the right, in its sole discretion:

- A. To cancel this solicitation or reject all submissions.
- B. To reject submissions that fail to prove the Offeror's responsibility.
- C. To reject submissions that contain conditions and/or contingencies that in the Department's sole judgment, make the submission indefinite, incomplete, otherwise non-responsive, or otherwise unacceptable for award.
- D. To waive minor irregularities in any submission provided such waiver does not result in an unfair advantage to any Offeror.
- E. To take any other action within the applicable Procurement Regulations or law.
- F. To reject the submission of any Offeror that has submitted a false or misleading statement, affidavit or certification in connection with such submission or this Request for Proposals.

## **F.11 Limitation of Authority**

Only a person with prior written authority from the CCO shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clauses or conditions of the contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this RFP is not effective or binding unless made in writing and signed by the CCO or its authorized representative.

## **SECTION G INSURANCE REQUIREMENTS**

### **G.1 Required Insurance**

The Contractor will be required to maintain the following types of insurance throughout the life of the contract.

**G.1.1** Commercial general public liability insurance ("Liability Insurance") against liability for bodily injury and death and property damage, such Liability Insurance to be in an amount not less than Three Million Dollars (\$3,000,000) for liability for bodily injury, death and property damage arising from any one occurrence and Three Million Dollars (\$3,000,000) from the aggregate of all occurrences within each policy year. The policy should include completed operations coverage and must be maintained for a period of at least three (3) years after substantial completion occurs.

**G.1.2** Workers' compensation and Employers Liability coverage providing statutory benefits for all persons employed by the Offeror, or its contractors and subcontractors at or in connection with the Work.

**G.1.3** Automobile Liability, including Hired and Non-Owned Auto Liability in the amount of at least One Million Dollars (\$1,000,000) for each occurrence for bodily injury and property damage.

**G.2 Additional Insureds**

Each insurance policy shall be issued in the name of the Contractor and shall name as additional insured parties the Department and the District of Columbia, and shall not be cancelable or reduced without thirty (30) days prior written notice to the Department.

**G.3 Waiver of Subrogation**

All such insurance shall contain a waiver of subrogation against the Department and the District of Columbia, and their respective agents.

**G.4 Strength of Insurer**

All insurance shall be placed with insurers that are reasonably acceptable to the Department and with an A.M. Best's rating of not less than A- (Excellent) and a surplus size of not less than XV. All such insurers shall be licensed/approved to do business in the District of Columbia.

## ATTACHMENT A

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# Appendix B - FY 2014- FY 2019 Planned Expenditures From New Allotments

(dollars in thousands)

Sub-project	Title	Impl Agy	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	6-yr Total
<b>CRF ROOF REFURBISHMENT AT DOC FACILITIES</b>									
01	ROOF REFURBISHMENT AT DOC FACILITIES	AM0	2,500	0	0	0	0	0	2,500
<b>Total</b>	<b>FL0 DEPARTMENT OF CORRECTIONS</b>		<b>11,200</b>	<b>2,000</b>	<b>1,250</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>14,450</b>
<b>GA0 DISTRICT OF COLUMBIA PUBLIC SCHOOLS</b>									
<b>BRK BROOKLAND MS MODERNIZATION</b>									
37	BROOKLAND MS MODERNIZATION	AM0	37,651	0	0	0	0	0	37,651
<b>CHA CHALLENGER CENTER FOR SPACE SCIENCE EDUCATION</b>									
37	CHALLENGER CENTER FOR SPACE ED	AM0	500	0	0	0	0	0	500
<b>GI0 GENERAL IMPROVEMENTS</b>									
10	SPECIAL EDUCATION CLASSROOMS	AM0	0	1,009	1,001	998	8,541	3,421	14,970
<b>GI5 GENERAL IMPROVEMENTS</b>									
52	ROSE/RENO SCHOOL SMALL CAP PROJECT	AM0	8,655	0	0	0	0	0	8,655
<b>GM1 STABILIZATION INITIATIVE</b>									
01	ROOF REPAIRS - DCPS	AM0	963	963	963	0	0	0	2,889
02	BOILER REPAIRS - DCPS	AM0	7,000	4,814	4,814	0	0	0	16,628
20	GENERAL MISCELLANEOUS REPAIRS - DCPS	AM0	2,500	2,500	2,500	0	0	0	7,500
21	MAJOR REPAIRS/MAINTENANCE - DCPS	AM0	4,000	3,500	3,000	0	0	0	10,500
<b>GM3 STABILIZATION INITIATIVES</b>									
03	ADA COMPLIANCE - DCPS	AM0	1,217	2,181	2,181	939	1,001	1,000	8,519
04	LIFE SAFETY - DCPS	AM0	850	1,500	850	0	0	0	3,200
08	PROJECT MANAGEMENT/PROF. FEES - DCPS	AM0	570	933	1,155	633	340	245	3,876
11	HIGH SCHOOL LABOR - PROGRAM MANAGEMENT	AM0	6,592	7,429	3,248	2,150	3,438	0	22,857
12	ESMS MODERNIZATION CAPITAL LABOR - PROG	AM0	5,784	5,569	9,450	9,450	9,450	13,715	53,418
13	STABILIZATION CAPITAL LABOR - PROGRAM MG	AM0	965	655	701	209	560	774	3,864
14	SELECTIVE ADDITIONS/NEW CONSTRUCTION LAB	AM0	290	1,282	0	0	0	0	1,572
<b>JOH JOHNSON MS RENOVATION/MODERNIZATION</b>									
37	JOHNSON MS RENOVATION/MODERNIZATION	AM0	11,000	0	0	0	0	17,338	28,338
<b>LL3 LANGLEY ES MODERNIZATION/RENOVATION</b>									
37	LANGLEY ES MODERNIZATION/RENOVATION	AM0	0	0	0	0	8,410	11,439	19,849
<b>MH1 DUNBAR SHS MODERNIZATION</b>									
37	DUNBAR SHS MODERNIZATION	AM0	8,611	0	0	0	0	0	8,611

Details may not sum to totals due to rounding.

# Appendix B - FY 2014- FY 2019 Planned Expenditures From New Allotments

(dollars in thousands)

Sub-project	Title	Impl Agy	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	6-yr Total
<b>MIJ1 JANNEY ES MODERNIZATION/RENOVATION PROJECT</b>									
38	JANNEY ES MODERNIZATION	AM0	4,850	0	0	0	0	0	4,850
<b>MR3 MAURY ES MODERNIZATION/RENOVATION</b>									
37	MAURY ES MODERNIZATION/RENOVATION	AM0	0	0	5,844	11,330	0	0	17,174
<b>N80 DCPS TECHNOLOGY INFRASTRUCTURE UPGRADE</b>									
05	DCPS IT INFRASTRUCTURE UPGRADE	TO0	4,500	4,500	0	0	0	0	9,000
<b>NA6 FROM SOAR</b>									
37	BALLOU SHS	AM0	85,153	1,729	0	0	0	0	86,882
<b>NG3 FROM SOAR</b>									
37	HART MS MODERNIZATION	AM0	0	0	12,340	0	0	0	12,340
<b>NP5 THOMAS ELEMENTARY</b>									
37	THOMAS ELEMENTARY	AM0	0	0	0	0	6,836	9,102	15,938
<b>NR9 ROOSEVELT HIGH</b>									
39	ROOSEVELT HS MODERNIZATION	AM0	37,686	61,074	1,750	0	0	0	100,510
<b>NX8 FROM SOAR</b>									
37	COOLIDGE HS MODERNIZATION/RENOVATION	AM0	0	3,000	40,896	58,893	0	0	102,789
<b>PB3 BURRVILLE ES MODERNIZATION/RENOVATION</b>									
37	BURRVILLE ES MODERNIZATION/RENOVATION	AM0	0	0	0	6,972	0	9,871	16,843
<b>PE3 DREW ES MODERNIZATION/RENOVATION</b>									
37	DREW ES MODERNIZATION/RENOVATION	AM0	0	0	0	5,873	0	7,564	13,437
<b>PK3 MARTIN LUTHER KING ES MODERNIZATION/RENOVATION</b>									
37	MARTIN LUTHER KING ES MODERNIZATION	AM0	1,500	500	0	4,871	0	6,805	13,676
<b>PL3 TRUESDELL ES MODERNIZATION/RENOVATION</b>									
37	TRUESDELL ES MODERNIZATION/RENOVATION	AM0	0	0	536	5,820	0	7,231	13,587
<b>PT3 TYLER ES MODERNIZATION</b>									
37	TYLER ES MODERNIZATION	AM0	0	0	0	5,348	0	7,231	12,579
<b>PW3 JO WILSON ES MODERNIZATION/RENOVATION</b>									
37	JO WILSON ES MODERNIZATION/RENOVATION	AM0	0	0	0	8,022	0	10,276	18,298
<b>SE3 SEATON ES MODERNIZATION/RENOVATION</b>									
37	SEATON ES MODERNIZATION/RENOVATION	AM0	0	0	0	0	7,524	6,754	14,278
<b>SG1 GENERAL IMPROVEMENTS</b>									
06	WINDOW REPLACEMENT - DCPS	AM0	3,039	613	853	2,650	1,000	15,000	23,155

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# Appendix B - FY 2014- FY 2019 Planned Expenditures From New Allotments

(dollars in thousands)

Sub-project	Title	Impl Agy	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	6-yr Total
<b>T22 DCPS GENERAL IT</b>									
47	DCPS DCSTARS HW UPGRADE	TOO	0	2,538	0	0	0	0	2,538
<b>TA1 TUBMAN ES MODERNIZATION/RENOVATION</b>									
37	TUBMAN ES MODERNIZATION	AM0	0	0	6,354	0	0	6,920	13,274
<b>TB1 BRENT ES MODERNIZATION/RENOVATION</b>									
37	BRENT ES MODERNIZATION	AM0	0	0	3,658	0	0	4,935	8,593
<b>TB2 BURROUGHS ES MODERNIZATION/RENOVATION</b>									
37	BURROUGHS ES MODERNIZATION/RENOVATION	AM0	0	0	6,643	0	0	6,639	13,282
<b>WT3 WHITTIER EC MODERNIZATION/RENOVATION</b>									
37	WHITTIER EC MODERNIZATION/RENOVATION	AM0	0	0	0	5,157	0	6,920	12,077
<b>YY1 MODERNIZATIONS/RENOVATIONS</b>									
01	BANNEKER HS MODERNIZATION/RENOVATION	AM0	0	0	2,157	20,976	39,892	0	63,025
02	SPINGARN CAREER AND TECHNICAL EDUCATION	AM0	3,000	23,000	0	0	0	0	26,000
03	FRANCIS/STEVENS ES MODERNIZATION/RENOVAT	AM0	0	12,997	0	0	0	7,866	20,863
05	ANNE M. GODING ES	AM0	0	8,074	0	0	0	4,553	12,627
06	WASHINGTON-METRO MODERNIZATION/RENOVATIO	AM0	0	0	6,892	0	0	4,025	10,917
07	LOGAN ES MODERNIZATION/RENOVATION	AM0	0	0	6,499	0	0	4,066	10,565
08	BROWNE EC MODERNIZATION	AM0	0	0	14,441	0	0	17,517	31,958
20	SHAW MS MODERNIZATION	AM0	4,410	20,867	28,311	0	0	0	53,588
40	AMIDON ES MODERNIZATION/RENOVATION	AM0	0	0	0	0	7,343	0	7,343
41	BROOKLAND ES MODERNIZATION/RENOVATION	AM0	0	0	0	0	5,861	0	5,861
42	BRUCE MONROE @ PARKVIEW ES MODERNIZATION	AM0	0	0	0	0	6,581	0	6,581
44	HOUSTON ES RENOVATION/MODERNIZATION	AM0	9,360	0	0	0	6,508	0	15,868
45	KETCHAM ES MODERNIZATION/RENOVATION	AM0	0	0	0	0	6,851	0	6,851
46	LASALLE ES MODERNIZATION/RENOVATION	AM0	0	0	0	0	5,170	0	5,170
47	LECKIE ES MODERNIZATION/RENOVATION	AM0	0	0	0	0	5,956	0	5,956
50	NALLE ES MODERNIZATION/RENOVATION	AM0	0	0	0	0	9,072	0	9,072
51	PEABODY ES RENOVATION/MODERNIZATION	AM0	0	0	0	0	3,033	0	3,033
52	POWELL ES RENOVATION/MODERNIZATION	AM0	0	6,753	0	0	0	0	6,753
53	ROSS ES RENOVATION	AM0	0	0	0	0	2,736	0	2,736
56	SIMON ES RENOVATION	AM0	0	0	0	0	10,281	0	10,281
57	STUART HOBSON MS RENOVATION	AM0	17,433	0	0	0	0	0	17,433

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# Appendix B - FY 2014- FY 2019 Planned Expenditures From New Allotments

(dollars in thousands)

Sub-project	Title	Impl Agy	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	6-yr Total
59	ELLINGTON MODERNIZATION/RENOVATION	AM0	19,731	57,797	0	0	0	0	77,528
60	ADAMS ES MODERNIZATION/RENOVATION	AM0	0	7,877	0	0	0	5,006	12,883
61	BEERS ES MODERNIZATION/RENOVATION	AM0	0	0	0	0	6,196	0	6,196
62	HEARST ES MODERNIZATION/RENOVATION	AM0	13,535	0	0	0	0	0	13,535
63	HENDLEY ES MODERNIZATION/RENOVATION	AM0	0	0	0	0	6,463	0	6,463
64	HYDE ES MODERNIZATION/RENOVATION	AM0	8,538	0	0	0	0	0	8,538
65	JEFFERSON MS MODERNIZATION /RENOVATION	AM0	0	7,124	8,950	0	0	10,355	26,429
67	LANGDON ES MODERNIZATION/RENOVATION	AM0	13,588	0	0	0	0	8,472	22,060
68	LUDLOW-TAYLOR ES MODERNIZATION/RENOVATION	AM0	0	0	0	0	6,333	0	6,333
69	MANN ES MODERNIZATION/RENOVATION	AM0	22,020	0	0	0	0	0	22,020
70	ORR ES MODERNIZATION/RENOVATION	AM0	14,807	0	0	0	0	0	14,807
71	SHEPHERD ES MODERNIZATION/RENOVATION	AM0	6,678	0	0	0	0	5,809	12,487
73	WEST ES MODERNIZATION/RENOVATION	AM0	6,799	12,557	0	0	7,828	0	27,184
76	AITON ES RENOVATION/MODERNIZATION	AM0	3,500	7,680	0	0	0	5,524	16,704
77	BANCROFT ES MODERNIZATION/RENOVATION	AM0	5,296	5,536	0	0	5,919	0	16,751
78	CW HARRIS ES RENOVATION/MODERNIZATION	AM0	0	0	7,680	0	0	7,450	15,130
80	EATON ES RENOVATION/MODERNIZATION	AM0	0	0	6,499	0	0	5,546	12,045
81	ELIOT-HINE JHS RENOVATION/MODERNIZATION	AM0	0	0	10,123	12,606	0	4,207	26,936
82	GARFIELD ES RENOVATION/MODERNIZATION	AM0	8,074	0	0	0	5,629	0	13,703
83	GARRISON ES RENOVATION/MODERNIZATION	AM0	8,074	0	0	0	0	6,087	14,161
85	KIMBALL ES MODERNIZATION/RENOVATION	AM0	0	11,225	0	0	0	6,725	17,950
86	KRAMER MS MODERNIZATION/RENOVATION	AM0	10,205	12,610	0	0	0	14,630	37,445
87	LAFAYETTE ES MODERNIZATION/RENOVATION	AM0	2,100	17,364	27,088	0	0	0	46,552
90	MURCH ES RENOVATION/MODERNIZATION	AM0	0	3,062	17,351	12,168	0	0	32,581
91	PAYNE ES RENOVATION/MODERNIZATION	AM0	6,302	0	0	0	6,228	0	12,530
92	PLUMMER ES RENOVATION/MODERNIZATION	AM0	9,453	0	0	0	6,130	0	15,583
93	RAYMOND ES MODERNIZATION/RENOVATION	AM0	0	0	9,846	0	0	6,726	16,572
95	SMOTHERS ES MODERNIZATION/RENOVATION	AM0	0	0	5,809	0	0	3,889	9,698
96	STANTON ES MODERNIZATION/RENOVATION	AM0	11,422	0	0	0	8,586	0	20,008
97	WATKINS ES MODERNIZATION/RENOVATIONS	AM0	1,000	8,953	0	0	0	7,044	16,997
EL	EARLY LEARNING CTR	AM0	1,800	0	0	0	0	0	1,800
MR	MARIE REED ES MODERNIZATION/RENOVATION	AM0	0	16,951	20,604	0	0	0	37,555

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# Appendix B - FY 2014- FY 2019 Planned Expenditures From New Allotments

(dollars in thousands)

Sub-project	Title	Impl Agy	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	6-yr Total
MX	MALCOLM X MODERNIZATION	AM0	6,000	0	0	0	10,587	0	16,587
RT	RIVER TERRACE SPECIAL EDUCATION CENTER	AM0	8,182	0	0	0	0	0	8,182
VN	VAN NESS MODERNIZATION/RENOVATION	AM0	0	9,880	0	0	0	0	9,880
<b>Total GA0</b>	<b>DISTRICT OF COLUMBIA PUBLIC SCHOOLS</b>		<b>455,183</b>	<b>356,596</b>	<b>280,987</b>	<b>175,065</b>	<b>226,283</b>	<b>288,677</b>	<b>1,782,791</b>
<b>GD0</b>	<b>OFFICE OF THE STATE SUPERINTENDENT OF EDUCATION</b>								
<b>SIS STUDENT INFORMATION SYSTEM</b>									
01	SINGLE STATE-WIDE STUDENT INFORMATION SY	GD0	2,000	4,000	0	0	0	0	6,000
<b>Total GD0</b>	<b>OFFICE OF THE STATE SUPERINTENDENT OF EDUCATION</b>		<b>2,000</b>	<b>4,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6,000</b>
<b>GF0</b>	<b>UNIVERSITY OF THE DISTRICT OF COLUMBIA</b>								
<b>UG7 COMPLETE RENOVATION &amp; MODERNIZATION</b>									
06	RENOVATION OF UNIVERSITY FACILITIES	GF0	17,493	9,941	21,339	4,840	7,310	9,310	70,234
<b>Total GF0</b>	<b>UNIVERSITY OF THE DISTRICT OF COLUMBIA</b>		<b>17,493</b>	<b>9,941</b>	<b>21,339</b>	<b>4,840</b>	<b>7,310</b>	<b>9,310</b>	<b>70,234</b>
<b>GO0</b>	<b>SPECIAL EDUCATION TRANSPORTATION</b>								
<b>BU0 SPECIAL ED. VEHICLE REPLACEMENT</b>									
B0	VEHICLE REPLACEMENT	GO0	6,021	3,023	5,988	0	0	0	15,032
B2	SPECIAL ED. VEHICLE REPLACEMENT	ELC	0	3,200	400	0	0	0	3,600
<b>Total GO0</b>	<b>SPECIAL EDUCATION TRANSPORTATION</b>		<b>6,021</b>	<b>6,223</b>	<b>6,388</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>18,632</b>
<b>GW0</b>	<b>DEPUTY MAYOR FOR EDUCATION</b>								
<b>CES LANGUAGE IMMERSION MS/HS FACILITY GRANT</b>									
LI	LANGUAGE IMMERSION MS/HS FACILITY GRANT	GW0	6,000	0	0	0	0	0	6,000
<b>Total GW0</b>	<b>DEPUTY MAYOR FOR EDUCATION</b>		<b>6,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6,000</b>
<b>HA0</b>	<b>DEPARTMENT OF PARKS AND RECREATION</b>								
<b>Q10 FORT GREBLE RECREATION CENTER</b>									
FG	FORT GREBLE RECREATION CENTER	AM0	0	1,000	0	0	0	0	1,000
<b>Q11 HILLCREST RECREATION CENETR</b>									
HR	HILLCREST RECREATION CENTER	AM0	0	500	0	0	0	0	500
<b>QD7 BOWLING ALLEY AND SKATING RINK</b>									
38	FORT DUPONT ICE ARENA REPLACEMENT	AM0	0	1,500	1,000	8,000	9,500	375	20,375
<b>QE5 GENERAL IMPROVEMENTS - ADA COMPLIANT INITIATIVE</b>									
11	ADA COMPLIANCE	AM0	1,500	1,500	0	0	0	0	3,000
<b>QI2 MARVIN GAYE RECREATION CENTER</b>									
37	MARVIN GAYE RECREATION CENTER	AM0	0	4,500	7,500	0	0	0	12,000

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# Appendix B - FY 2014- FY 2019 Planned Expenditures From New Allotments

Sub-project		Title	Impl Agy	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	6-yr Total
QJ8 FRIENDSHIP PARK										
01		FRIENDSHIP PARK	AM0	500	0	0	0	0	0	500
QM8 COMMUNITY RECREATION CENTERS										
02		NOMA PARKS & REC CENTERS	AM0	10,000	7,500	7,500	5,000	5,000	15,000	50,000
DC		DOUGLAS COMMUNITY CENTER	AM0	500	500	0	0	0	0	1,000
FT		FORT STEVENS RECREATION CENTER	AM0	0	1,000	0	0	0	0	1,000
PR		PALISADES RECREATION CENTER	AM0	1,500	4,000	4,000	0	0	0	9,500
QN7 ATHLETIC FIELD IMPROVEMENTS										
02		ATHLETIC FIELD AND PARK IMPROVEMENTS	AM0	2,000	2,000	0	0	0	0	4,000
50		PARK IMPROVEMENTS	AM0	2,200	0	0	0	0	0	2,200
51		FRANKLIN SQUARE PARK	AM0	500	0	0	0	0	0	500
MM		METRO MEMORIAL PARK	AM0	1,621	0	0	0	0	0	1,621
SP		STEAD PARK	AM0	1,600	0	0	0	0	0	1,600
SW		SHERWOOD PLAYGROUND	AM0	500	0	0	0	0	0	500
QS5 BARRY FARM RECREATION CENTER										
41		BARRY FARM RECREATION CENTER	AM0	6,385	0	0	0	0	0	6,385
RE0 FACILITY EXPANSION										
17		PARKVIEW RECREATION CENTER & SMALL HOUSE	AM0	400	0	0	0	0	0	400
RG0 GENERAL IMPROVEMENTS										
01		GENERAL IMPROVEMENTS - DPR	AM0	5,885	2,665	300	300	300	300	9,750
06		SWIMMING POOL REPLACEMENT	AM0	3,000	3,000	0	3,000	0	3,000	12,000
WH		WASHINGTON HIGHLANDS POOL	AM0	900	0	0	0	0	0	900
SET SOUTHEAST TENNIS AND LEARNING CENTER										
38		SOUTHEAST TENNIS AND LEARNING CENTER	AM0	12,000	6,000	0	0	0	0	18,000
URA URBAN AGRICULTURE										
37		URBAN AGRICULTURE	AM0	500	0	0	0	0	0	500
Total HA0 DEPARTMENT OF PARKS AND RECREATION				51,491	35,665	20,300	16,300	14,800	18,675	157,232
HT0 DEPARTMENT OF HEALTH CARE FINANCE										
MPM MEDICAID PYMT MANAGEMENT SYSTEM										
03		MMIS UPGRADED SYSTEM	HT0	2,000	2,000	2,000	0	0	0	6,000
05		MEDICAID DATA WAREHOUSE- GO BOND	HT0	400	400	0	0	0	0	800

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## ATTACHMENT B

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## BID FORM

### Rate Schedule

Offerors shall submit fixed hourly rates in the format below. Although job titles and categories may change, Offerors must provide rates for Principal(s)-in-Charge.

#### Base Year

Description	Hourly Rate
Principal-in-Charge	\$
Senior Staff	
Junior Staff	

#### Option Year 1

Description	Hourly Rate
Principal-in-Charge	\$
Senior Staff	
Junior Staff	

#### Option Year 2

Description	Hourly Rate
Principal-in-Charge	\$
Senior Staff	
Junior Staff	

#### Option Year 3

Description	Hourly Rate
Principal-in-Charge	\$
Senior Staff	
Junior Staff	

#### Option Year 4

Description	Hourly Rate
Principal-in-Charge	\$
Senior Staff	
Junior Staff	

## ATTACHMENT C

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The Offeror and each of its principal team members, if any, must submit a statement that discloses any past or present business, familiar or personal relationship with any of the following individuals:

A. D.C. Department of General Services

Brian J. Hanlon	Director
Scott Burrell	Chief Operating Officer
JW Lanum	Associate Director, Contracts and Procurement Division
Camille Sabbakhan	General Counsel
Charles J. Brown, Jr.	Deputy General Counsel

Please identify any past or present business, familiar, or personal relationship in the space below. Use extra sheets if necessary.

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This is to certify that, to the best of my knowledge and belief and after making reasonable inquiry, the above represents a full and accurate disclosure of any past or present business, familiar, or personal relationship with any of the individuals listed above. The undersigned acknowledges and understands that this Disclosure Statement is being submitted to the False Claims Act and that failure to disclose a material relationship(s) may constitute sufficient grounds to disqualify the Offeror.

OFFEROR:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## ATTACHMENT D

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**GOVERNMENT OF THE DISTRICT OF COLUMBIA**  
**Office of the Chief Financial Officer**  
**Office of Tax and Revenue**



**TAX CERTIFICATION AFFIDAVIT**

**THIS AFFIDAVIT IS TO BE COMPLETED ONLY BY THOSE WHO ARE REGISTERED TO CONDUCT BUSINESS IN THE DISTRICT OF COLUMBIA.**

**Date**

**Authorized Agent**  
**Name of Organization/Entity**  
**Business Address (include zip code)**  
**Business Phone Number**

**Authorized Agent**  
**Principal Officer Name and Title**  
**Square and Lot Information**  
**Federal Identification Number**  
**Contract Number**  
**Unemployment Insurance Account No.**

I hereby authorize the District of Columbia, Office of the Chief Financial Officer, Office of Tax and Revenue to release my tax information to an authorized representative of the District of Columbia agency with which I am seeking to enter into a contractual relationship. I understand that the information released will be limited to whether or not I am in compliance with the District of Columbia tax laws and regulations solely for the purpose of determining my eligibility to enter into a contractual relationship with a District of Columbia agency. I further authorize that this consent be valid for one year from the date of this authorization.

I hereby certify that I am in compliance with the applicable tax filing and payment requirements of the District of Columbia. The Office of Tax and Revenue is hereby authorized to verify the above information with the appropriate government authorities.

**Signature of Authorizing Agent**

**Title**

The penalty for making false statement is a fine not to exceed \$5,000.00, imprisonment for not more than 180 days, or both, as prescribed by D.C. Official Code §47-4106.

## ATTACHMENT E

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**Government of the District of Columbia**  
**FIRST SOURCE EMPLOYMENT AGREEMENT**



Contract Number: \_\_\_\_\_

Employer Name: \_\_\_\_\_

Project Contract Amount: \_\_\_\_\_

Employer Contract Award: \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Address: \_\_\_\_\_ Ward: \_\_\_\_\_

Nonprofit Organization with 50 Employees or Less: ☐ Yes ☐ No

This First Source Employment Agreement, in accordance with The First Source Employment Agreement Act of 1984 (codified in D.C. Official Code §§ 2-219.01 – 2.219.05), The Apprenticeship Requirements Amendment Act of 2004 (Codified in D.C. Official Code §§ 2-219.03 and 32-1431) for recruitment, referral, and placement of District of Columbia residents, is between the District of Columbia Department of Employment Services, hereinafter referred to as “DOES”, and \_\_\_\_\_, hereinafter, referred to as EMPLOYER. Under this Employment Agreement, the EMPLOYER will use DOES as its first source for recruitment, referral, and placement of new hires or employees for all new jobs created by the Project. The Employer will hire 51% District of Columbia residents for all new jobs created by the Project, and 35 % of all apprenticeship hours be worked by DC residents employed by EMPLOYER in connection with the Project shall be District residents registered in programs approved by the District of Columbia Apprenticeship Council.

**I. GENERAL TERMS**

- A. Subject to the terms and conditions set forth herein, the EMPLOYER will use DOES as its first source for the recruitment, referral and placement for jobs created by the Project.
- B. The EMPLOYER will require all Project contractors with contracts totaling \$100,000 or more, and Project subcontractors with subcontracts totaling \$100,000 or more, to enter into a First Source Employment Agreement with DOES.
- C. DOES will provide recruitment, referral and placement services to the EMPLOYER, which are subject to the limitations set out in this Agreement.
- D. The participation of DOES in this Agreement will be carried out by the Office of Employer Services, which is responsible for referral and placement of employees, or such other offices or divisions designated by the Office of the Director, of DOES.
- E. This Agreement will take effect when signed by the parties below and will be fully effective for the duration of the Project contract and any extensions or modification to the Project contract.

- F. This Agreement will not be construed as an approval of the EMPLOYER'S bid package, bond application, lease agreement, zoning application, loan, or contract/subcontract for the Project.
- G. DOES and the EMPLOYER agree that, for purposes of this Agreement, new hires and jobs created for the Project (both union and nonunion) include all EMPLOYER'S job openings and vacancies in the Washington Standard Metropolitan Statistical Area created for the Project as a result of internal promotions, terminations, and expansions of the EMPLOYER'S workforce, as a result of this project, including loans, lease agreements, zoning applications, bonds, bids, and contracts.
- H. This Agreement includes apprentices as defined and as amended, in D.C. Law 2-156. D.C. Official Code §§ 32-1401- 1431.
- I. The EMPLOYER, prime subcontractors and subcontractors who contract with the District of Columbia government to perform construction, renovation work, or information technology work with a single contract, or cumulative contracts, of at least \$500,000, let within a 12-month period will be required to register an apprenticeship program with the District of Columbia Apprenticeship Council; and this includes but is not limited to, any construction or renovation contract or subcontract signed as the result of, a loan, bond, grant, Exclusive Right Agreement, street or alley closing, or a leasing agreement of real property for one (1) year or more. In furtherance of the foregoing, the EMPLOYER shall enter into an agreement with its contractors, including the general contractor, that requires that such contractors and subcontractors for the Project participate, in apprenticeship programs for the Project that: (i) meet the standards set forth in Chapter 11 of Title 7 of the District of Columbia Municipal Regulations, and (ii) have an apprenticeship program registered with the District of Columbia's Apprenticeship Council.

## **II. RECRUITMENT**

- A. The EMPLOYER will complete the attached Employment Plan, which will indicate the number of new jobs projected to be created on the Project, salary range, hiring dates, residency status, ward information, new hire justification and union requirements.
- B. The Employer will post all job vacancies in the DOES' Virtual One-Stop (VOS) at [www.jobs.dc.gov](http://www.jobs.dc.gov) within five (5) days of executing the Agreement. Should you need assistance posting job vacancies, please contact Job Bank at (202) 698-6001.
- C. The EMPLOYER will notify DOES, by way of the First Source Office of its Specific Need for new employees for the Project, within at least five (5) business days (Monday - Friday) upon Employers identification of the Specific Need. This must be done before using any other referral source. Specific Needs shall include, at a minimum, the number of employees needed by job title, qualifications, hiring date, rate of pay, hours of work, duration of employment, and work to be performed.
- D. Job openings to be filled by internal promotion from the EMPLOYER'S current workforce do not need to be referred to DOES for placement and referral. However, EMPLOYER shall notify DOES of such promotions.

- E. The EMPLOYER will submit to DOES, prior to commencing work on the Project, the names, residency status and ward information of all current employees, including apprentices, trainees, and laid-off workers who will be employed on the Project.

### **III. REFERRAL**

- A. DOES will screen applicants and provide the EMPLOYER with a list of applicants according to the Notification of Specific Needs supplied by the EMPLOYER as set forth in Section II (B).
- B. DOES will notify the EMPLOYER, prior to the anticipated hiring dates, of the number of applicants DOES will refer.

### **IV. PLACEMENT**

- A. The EMPLOYER will make all decisions on hiring new employees but will, in good faith, use reasonable efforts to select its new hires or employees from among the qualified persons referred by DOES.
- B. In the event that DOES is unable to refer qualified personnel meeting the Employer's established qualifications, within five (5) business days (Monday - Friday) from the date of notification, from the EMPLOYER, the EMPLOYER will be free to directly fill remaining positions for which no qualified applicants have been referred. Notwithstanding, the EMPLOYER will still be required to hire 51% District residents for all new jobs created by the Project.
- C. After the EMPLOYER has selected its employees, DOES will not be responsible for the employees' actions and the EMPLOYER hereby releases DOES, and the Government of the District of Columbia, the District of Columbia Municipal Corporation, and the officers and employees of the District of Columbia from any liability for employees' actions.

### **V. TRAINING**

- A. DOES and the EMPLOYER may agree to develop skills training and on-the-job training programs; the training specifications and cost for such training will be mutually agreed upon by the EMPLOYER and DOES and will be set forth in a separate Training Agreement.

### **VI. CONTROLLING REGULATIONS AND LAWS**

- A. To the extent that this Agreement is in conflict with any federal labor laws or governmental regulations, the federal laws or regulations shall prevail.
- B. DOES will make every effort to work within the terms of all collective bargaining agreements to which the EMPLOYER is a party.
- C. The EMPLOYER will provide DOES with written documentation that the EMPLOYER has provided the representative of any collective bargaining unit involved

with this Project a copy of this Agreement and has requested comments or objections. If the representative has any comments or objections, the EMPLOYER will promptly provide them to DOES.

## **VII. EXEMPTIONS**

- A. All contracts, subcontracts or other forms of government-assistance less than \$100,000.
- B. Employment openings the contractor will fill with individuals already employed by the company.
- C. Job openings to be filled by laid-off workers according to formally established recall procedures and rosters.
- D. Construction or renovation contracts or subcontracts in the District of Columbia totaling less than \$500,000 are exempt from the requirements of Section I(H) and I(I) of the General Terms hereof.
- E. Non-profit organization with 50 or less employees are exempt from the requirements.

## **VIII. AGREEMENT MODIFICATIONS, RENEWAL, MONITORING, AND PENALTIES**

- A. If, during the term of this Agreement, the EMPLOYER should transfer possession of all or a portion of its business concerns affected by this Agreement to any other party by lease, sale, assignment, merger, or otherwise this First Source Agreement shall remain in full force and effect and transferee shall remain subject to all provisions herein. In addition, the EMPLOYER as a condition of transfer shall:
  - 1. Notify the party taking possession of the existence of this EMPLOYER'S First Source Employment Agreement.
  - 2. Notify DOES within seven (7) business days of the transfer. This advice will include the name of the party taking possession and the name and telephone of that party's representative.
- B. DOES will monitor EMPLOYER'S performance under this Agreement. The EMPLOYER will cooperate with the DOES monitoring and will submit a Contract Compliance Form to DOES monthly.
- C. To assist DOES in the conduct of the monitoring review, the EMPLOYER will make available to DOES, upon request, payroll and employment records for the review period indicated for the Project.
- D. The Employer will provide DOES additional information upon request.
- E. With the submission of the final request for payment from the District, the EMPLOYER shall:

1. Document in a report to DOES its compliance with the requirement that 51% of the new employees hired by the EMPLOYER for the Project be District residents; or
  2. Submit to DOES a request for a waiver of compliance of the requirement that 51% of the new employees hired by the EMPLOYER the Project be District residents which will include the following documentation:
    - a. Documentation supporting EMPLOYERS good faith effort to comply;
    - b. Referrals provided by DOES and other referral sources; and
    - c. Advertisement of job openings listed with DOES and other referral sources.
- F. The DOES may waive the requirement that 51% of the new employees hired by the EMPLOYER for the Project be District residents, if DOES finds that:
1. A good faith effort to comply is demonstrated by the EMPLOYER; or
  2. The EMPLOYER is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area:
- The Washington Standard Metropolitan Statistical Area includes the District of Columbia, the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg; the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
3. The EMPLOYER enters into a special workforce development training or placement arrangement with DOES; or
  4. DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the EMPLOYER for the positions created as a result of the Project. No failure by Employer to request a waiver under any other provision hereunder shall be considered relevant to a requested waiver under this Subsection.
- G. Willful breach of the First Source Employment Agreement by the EMPLOYER, failure to submit the Contract Compliance Report, or deliberate submission of falsified data, may be enforced by the DOES through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract for the positions created by EMPLOYER.
- H. The parties acknowledge that the provisions of E and F of Article VIII apply only to First Source hiring.
- I. Nonprofit organizations with 50 or less employees are exempt from the requirement that 51% of the new employees hired by the EMPLOYER on the Project be District residents.



- J. The EMPLOYER and DOES, or such other agent as DOES may designate, may mutually agree to modify this Agreement.
- K. The EMPLOYER's noncompliance with the provisions of this Agreement may result in termination.

**IX. LOCAL, SMALL, DISADVANTAGES BUSINESS ENTERPRISE**

- A. Is your firm a certified Local, Small, Disadvantaged Business Enterprise (LSDBE)?  
☐ YES ☐ NO

If yes, certification number: \_\_\_\_\_

**X. APPRENTICESHIP PROGRAM**

- A. Do you have a registered Apprenticeship program with the D.C. Apprenticeship Council? ☐ YES ☐ NO

If yes, D.C. Apprenticeship Council Registration Number: \_\_\_\_\_

**XI. SUBCONTRACTOR**

- A. Is your firm a subcontractor on this project? ☐ YES ☐ NO  
If yes, name of prime contractor: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
Signature Dept. of Employment Services

\_\_\_\_\_  
Signature of Employer

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
E-mail

## EMPLOYMENT PLAN

NAME OF EMPLOYER: \_\_\_\_\_

ADDRESS OF EMPLOYER: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FEDERAL IDENTIFICATION NO.: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ TYPE OF BUSINESS: \_\_\_\_\_

DISTRICT CONTRACTING AGENCY: \_\_\_\_\_

CONTRACTING OFFICER: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

TYPE OF PROJECT: \_\_\_\_\_ CONTRACT AMOUNT: \_\_\_\_\_

EMPLOYER CONTRACT AMOUNT: \_\_\_\_\_

PROJECT START DATE: \_\_\_\_\_ PROJECT END DATE: \_\_\_\_\_

EMPLOYER START DATE: \_\_\_\_\_ EMPLOYER END DATE: \_\_\_\_\_

**NEW JOB CREATION PROJECTIONS:** Please indicate ALL new position(s) your firm will create as a result of the Project. If the firm WILL NOT be creating any new employment opportunities, please complete the attached justification sheet with an explanation. Attach additional sheets as needed.

JOB TITLE		# OF JOBS F/T P/T	SALARY RANGE	UNION MEMBERSHIP REQUIRED NAME LOCAL#	PROJECTED HIRE DATE
A					
B					
C					
D					
E					
F					
G					
H					
I					
J					
K					

**CURRENT EMPLOYEES:** Please list the names, residency status and ward information of all current employees, including apprentices, trainees, and transfers from other projects, who will be employed on the Project. Attach additional sheets as needed.

[illegible]



**JUSTIFICATION SHEET:** Please provide a detailed explanation of why the Employer will not have any new hires on the Project.

## ATTACHMENT F

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&gt;

WD 05-2103 (Rev.-13) was first posted on www.wdol.gov on 06/25/2013

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REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT

By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

Diane C. Koplewski  
Director

Division of  
Wage Determinations

Wage Determination No.: 2005-2103  
Revision No.: 13  
Date Of Revision: 06/19/2013

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide  
Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince  
George's, St Mary's  
Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier,  
King George, Loudoun, Prince William, Stafford

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.08
01012 - Accounting Clerk II		16.92
01013 - Accounting Clerk III		22.30
01020 - Administrative Assistant		31.41
01040 - Court Reporter		21.84
01051 - Data Entry Operator I		14.38
01052 - Data Entry Operator II		15.69
01060 - Dispatcher, Motor Vehicle		17.87
01070 - Document Preparation Clerk		14.21
01090 - Duplicating Machine Operator		14.21
01111 - General Clerk I		14.88
01112 - General Clerk II		16.24
01113 - General Clerk III		18.74
01120 - Housing Referral Assistant		25.29
01141 - Messenger Courier		13.62
01191 - Order Clerk I		15.12
01192 - Order Clerk II		16.50
01261 - Personnel Assistant (Employment) I		18.15
01262 - Personnel Assistant (Employment) II		20.32
01263 - Personnel Assistant (Employment) III		22.65
01270 - Production Control Clerk		22.03
01280 - Receptionist		14.43
01290 - Rental Clerk		16.55
01300 - Scheduler, Maintenance		18.07
01311 - Secretary I		18.07
01312 - Secretary II		20.18
01313 - Secretary III		25.29
01320 - Service Order Dispatcher		16.98
01410 - Supply Technician		28.55
01420 - Survey Worker		20.03
01531 - Travel Clerk I		13.29
01532 - Travel Clerk II		14.36
01533 - Travel Clerk III		15.49
01611 - Word Processor I		15.63
01612 - Word Processor II		17.67

01613 - Word Processor III	
05000 - Automotive Service Occupations	19.95
05005 - Automobile Body Repairer, Fiberglass	
05010 - Automotive Electrician	25.26
05040 - Automotive Glass Installer	23.51
05070 - Automotive Worker	22.15
05110 - Mobile Equipment Servicer	22.15
05130 - Motor Equipment Metal Mechanic	19.04
05160 - Motor Equipment Metal Worker	24.78
05190 - Motor Vehicle Mechanic	22.15
05220 - Motor Vehicle Mechanic Helper	24.78
05250 - Motor Vehicle Upholstery Worker	18.49
05280 - Motor Vehicle Wrecker	21.63
05310 - Painter, Automotive	22.15
05340 - Radiator Repair Specialist	23.51
05370 - Tire Repairer	22.15
05400 - Transmission Repair Specialist	14.44
07000 - Food Preparation And Service Occupations	24.78
07010 - Baker	
07041 - Cook I	13.85
07042 - Cook II	12.55
07070 - Dishwasher	14.60
07130 - Food Service Worker	10.11
07210 - Meat Cutter	10.66
07260 - Waiter/Waitress	18.08
09000 - Furniture Maintenance And Repair Occupations	9.70
09010 - Electrostatic Spray Painter	
09040 - Furniture Handler	19.86
09080 - Furniture Refinisher	14.06
09090 - Furniture Refinisher Helper	20.23
09110 - Furniture Repairer, Minor	15.52
09130 - Upholsterer	17.94
11000 - General Services And Support Occupations	19.86
11030 - Cleaner, Vehicles	
11060 - Elevator Operator	10.54
11090 - Gardener	10.54
11122 - Housekeeping Aide	17.52
11150 - Janitor	11.83
11210 - Laborer, Grounds Maintenance	11.83
11240 - Maid or Houseman	13.07
11260 - Pruner	11.26
11270 - Tractor Operator	11.58
11330 - Trail Maintenance Worker	16.04
11360 - Window Cleaner	13.07
12000 - Health Occupations	12.85
12010 - Ambulance Driver	
12011 - Breath Alcohol Technician	20.41
12012 - Certified Occupational Therapist Assistant	20.27
12015 - Certified Physical Therapist Assistant	23.11
12020 - Dental Assistant	21.43
12025 - Dental Hygienist	17.18
12030 - EKG Technician	44.75
12035 - Electroneurodiagnostic Technologist	27.67
12040 - Emergency Medical Technician	27.67
12071 - Licensed Practical Nurse I	20.41
12072 - Licensed Practical Nurse II	19.07
12073 - Licensed Practical Nurse III	21.35
12100 - Medical Assistant	24.13
12130 - Medical Laboratory Technician	15.01
12160 - Medical Record Clerk	18.04
12190 - Medical Record Technician	17.42
12195 - Medical Transcriptionist	19.50
	18.77

12210 - Nuclear Medicine Technologist	37.60
12221 - Nursing Assistant I	10.80
12222 - Nursing Assistant II	12.14
12223 - Nursing Assistant III	13.98
12224 - Nursing Assistant IV	15.69
12235 - Optical Dispenser	20.17
12236 - Optical Technician	15.80
12250 - Pharmacy Technician	18.12
12280 - Phlebotomist	15.69
12305 - Radiologic Technologist	31.11
12311 - Registered Nurse I	27.64
12312 - Registered Nurse II	33.44
12313 - Registered Nurse II, Specialist	33.44
12314 - Registered Nurse III	40.13
12315 - Registered Nurse III, Anesthetist	40.13
12316 - Registered Nurse IV	48.10
12317 - Scheduler (Drug and Alcohol Testing)	21.73
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.86
13012 - Exhibits Specialist II	24.61
13013 - Exhibits Specialist III	30.09
13041 - Illustrator I	20.48
13042 - Illustrator II	25.38
13043 - Illustrator III	31.03
13047 - Librarian	33.88
13050 - Library Aide/Clerk	14.21
13054 - Library Information Technology Systems Administrator	30.60
13058 - Library Technician	19.89
13061 - Media Specialist I	18.73
13062 - Media Specialist II	20.95
13063 - Media Specialist III	23.36
13071 - Photographer I	16.65
13072 - Photographer II	18.90
13073 - Photographer III	23.67
13074 - Photographer IV	28.65
13075 - Photographer V	33.76
13110 - Video Teleconference Technician	20.39
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.92
14042 - Computer Operator II	21.18
14043 - Computer Operator III	23.60
14044 - Computer Operator IV	26.22
14045 - Computer Operator V	29.05
14071 - Computer Programmer I	(see 1) 26.36
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	
14160 - Personal Computer Support Technician	18.92
15000 - Instructional Occupations	26.22
15010 - Aircrew Training Devices Instructor (Non-Rated)	36.47
15020 - Aircrew Training Devices Instructor (Rated)	44.06
15030 - Air Crew Training Devices Instructor (Pilot)	52.81
15050 - Computer Based Training Specialist / Instructor	36.47
15060 - Educational Technologist	35.31
15070 - Flight Instructor (Pilot)	52.81
15080 - Graphic Artist	26.80
15090 - Technical Instructor	25.08

15095 - Technical Instructor/Course Developer	30.67
15110 - Test Proctor	20.20
15120 - Tutor	20.20
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.88
16030 - Counter Attendant	9.88
16040 - Dry Cleaner	12.94
16070 - Finisher, Flatwork, Machine	9.88
16090 - Presser, Hand	9.88
16110 - Presser, Machine, Drycleaning	9.88
16130 - Presser, Machine, Shirts	9.88
16160 - Presser, Machine, Wearing Apparel, Laundry	9.88
16190 - Sewing Machine Operator	13.78
16220 - Tailor	14.66
16250 - Washer, Machine	10.88
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	21.14
19040 - Tool And Die Maker	23.38
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	18.02
21030 - Material Coordinator	22.03
21040 - Material Expediter	22.03
21050 - Material Handling Laborer	13.83
21071 - Order Filler	15.09
21080 - Production Line Worker (Food Processing)	18.02
21110 - Shipping Packer	15.09
21130 - Shipping/Receiving Clerk	15.09
21140 - Store Worker I	11.72
21150 - Stock Clerk	16.86
21210 - Tools And Parts Attendant	18.02
21410 - Warehouse Specialist	18.02
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	27.21
23021 - Aircraft Mechanic I	25.83
23022 - Aircraft Mechanic II	27.21
23023 - Aircraft Mechanic III	28.53
23040 - Aircraft Mechanic Helper	17.54
23050 - Aircraft, Painter	24.73
23060 - Aircraft Servicer	19.76
23080 - Aircraft Worker	21.01
23110 - Appliance Mechanic	21.75
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	26.02
23130 - Carpenter, Maintenance	21.40
23140 - Carpet Layer	20.49
23160 - Electrician, Maintenance	27.98
23181 - Electronics Technician Maintenance I	24.94
23182 - Electronics Technician Maintenance II	26.47
23183 - Electronics Technician Maintenance III	27.89
23260 - Fabric Worker	19.13
23290 - Fire Alarm System Mechanic	22.91
23310 - Fire Extinguisher Repairer	17.62
23311 - Fuel Distribution System Mechanic	22.81
23312 - Fuel Distribution System Operator	19.38
23370 - General Maintenance Worker	21.43
23380 - Ground Support Equipment Mechanic	25.83
23381 - Ground Support Equipment Servicer	19.76
23382 - Ground Support Equipment Worker	21.01
23391 - Gunsmith I	17.62
23392 - Gunsmith II	20.49
23393 - Gunsmith III	22.91
23410 - Heating, Ventilation And Air-Conditioning	23.89

Mechanic	
23411 - Heating, Ventilation And Air Contditioning	25.17
Mechanic (Research Facility)	
23430 - Heavy Equipment Mechanic	22.91
23440 - Heavy Equipment Operator	22.91
23460 - Instrument Mechanic	22.59
23465 - Laboratory/Shelter Mechanic	21.75
23470 - Laborer	14.98
23510 - Locksmith	21.90
23530 - Machinery Maintenance Mechanic	23.12
23550 - Machinist, Maintenance	22.91
23580 - Maintenance Trades Helper	18.27
23591 - Metrology Technician I	22.59
23592 - Metrology Technician II	23.80
23593 - Metrology Technician III	24.96
23640 - Millwright	28.19
23710 - Office Appliance Repairer	22.96
23760 - Painter, Maintenance	21.75
23790 - Pipefitter, Maintenance	24.63
23810 - Plumber, Maintenance	22.29
23820 - Pneudraulic Systems Mechanic	22.91
23850 - Rigger	22.91
23870 - Scale Mechanic	20.49
23890 - Sheet-Metal Worker, Maintenance	22.91
23910 - Small Engine Mechanic	20.49
23931 - Telecommunications Mechanic I	29.95
23932 - Telecommunications Mechanic II	31.55
23950 - Telephone Lineman	27.41
23960 - Welder, Combination, Maintenance	22.91
23965 - Well Driller	22.91
23970 - Woodcraft Worker	22.91
23980 - Woodworker	17.62
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	12.79
24580 - Child Care Center Clerk	17.77
24610 - Chore Aide	10.57
24620 - Family Readiness And Support Services Coordinator	16.90
24630 - Homemaker	18.43
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.30
25040 - Sewage Plant Operator	20.84
25070 - Stationary Engineer	27.30
25190 - Ventilation Equipment Tender	19.49
25210 - Water Treatment Plant Operator	20.84
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.57
27007 - Baggage Inspector	12.71
27008 - Corrections Officer	22.80
27010 - Court Security Officer	24.72
27030 - Detection Dog Handler	20.57
27040 - Detention Officer	22.80
27070 - Firefighter	24.63
27101 - Guard I	12.71
27102 - Guard II	20.57
27131 - Police Officer I	26.52
27132 - Police Officer II	29.67
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.59
28042 - Carnival Equipment Repairer	14.63
28043 - Carnival Equipment Worker	9.24
28210 - Gate Attendant/Gate Tender	13.01



28310 - Lifeguard	
28350 - Park Attendant (Aide)	11.59
28510 - Recreation Aide/Health Facility Attendant	14.56
28515 - Recreation Specialist	10.62
28630 - Sports Official	18.04
28690 - Swimming Pool Operator	11.59
29000 - Stevedoring/Longshoremen Occupational Services	18.21
29010 - Blocker And Bracer	
29020 - Hatch Tender	23.13
29030 - Line Handler	23.13
29041 - Stevedore I	23.13
29042 - Stevedore II	21.31
30000 - Technical Occupations	24.24
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.84
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.56
30021 - Archeological Technician I	20.19
30022 - Archeological Technician II	22.60
30023 - Archeological Technician III	27.98
30030 - Cartographic Technician	27.98
30040 - Civil Engineering Technician	26.41
30061 - Drafter/CAD Operator I	20.19
30062 - Drafter/CAD Operator II	22.60
30063 - Drafter/CAD Operator III	25.19
30064 - Drafter/CAD Operator IV	31.00
30081 - Engineering Technician I	22.92
30082 - Engineering Technician II	25.72
30083 - Engineering Technician III	28.79
30084 - Engineering Technician IV	35.64
30085 - Engineering Technician V	43.61
30086 - Engineering Technician VI	52.76
30090 - Environmental Technician	27.41
30210 - Laboratory Technician	23.38
30240 - Mathematical Technician	28.94
30361 - Paralegal/Legal Assistant I	21.36
30362 - Paralegal/Legal Assistant II	26.47
30363 - Paralegal/Legal Assistant III	32.36
30364 - Paralegal/Legal Assistant IV	39.16
30390 - Photo-Optics Technician	27.98
30461 - Technical Writer I	21.93
30462 - Technical Writer II	26.84
30463 - Technical Writer III	32.47
30491 - Unexploded Ordnance (UXO) Technician I	24.74
30492 - Unexploded Ordnance (UXO) Technician II	29.93
30493 - Unexploded Ordnance (UXO) Technician III	35.88
30494 - Unexploded (UXO) Safety Escort	24.74
30495 - Unexploded (UXO) Sweep Personnel	24.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs (see 2)	25.19
30621 - Weather Observer, Senior (see 2)	27.98
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	14.32
31030 - Bus Driver	20.85
31043 - Driver Courier	13.98
31260 - Parking and Lot Attendant	10.07
31290 - Shuttle Bus Driver	15.66
31310 - Taxi Driver	13.98
31361 - Truckdriver, Light	15.66
31362 - Truckdriver, Medium	17.90
31363 - Truckdriver, Heavy	19.18
31364 - Truckdriver, Tractor-Trailer	19.18
99000 - Miscellaneous Occupations	



99030 - Cashier	
99050 - Desk Clerk	10.03
99095 - Embalmer	11.58
99251 - Laboratory Animal Caretaker I	23.05
99252 - Laboratory Animal Caretaker II	11.30
99310 - Mortician	12.35
99410 - Pest Controller	31.73
99510 - Photofinishing Worker	17.69
99710 - Recycling Laborer	13.20
99711 - Recycling Specialist	18.50
99730 - Refuse Collector	22.71
99810 - Sales Clerk	16.40
99820 - School Crossing Guard	12.09
99830 - Survey Party Chief	13.43
99831 - Surveying Aide	21.94
99832 - Surveying Technician	13.63
99840 - Vending Machine Attendant	20.85
99841 - Vending Machine Repairer	14.43
99842 - Vending Machine Repairer Helper	18.73
	14.43

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.81 per hour or \$152.40 per week or \$660.40 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

#### \*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining

agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE (Standard Form 1444 (SF 1444))

#### Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. (See Section 4.6 (C) (vi)) When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b) (2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.